

105864

RELATIONAL MANAGEMENT SERVICES

09095182

GROUP CONTRACT

Form Number MGC1

EXHIBIT

C

RMS00001

Section 4.2 Change in Premium

There will be no change in the premium rates during the initial year of this Contract. Beginning with the first Premium Renewal Date, MSBCBS may change the premium rates under this Contract. MSBCBS shall give at least thirty (30) days notice of the change in premium rates prior to a Premium Due Date on which they are to take effect. Changes in premium rates will be conclusively determined to have been approved by the Group if the Group pays the required premium. The Group acknowledges and agrees that MSBCBS will not quote an existing Group.

**ARTICLE V
UNIFORM PROVISIONS**

Section 5.1 Submission of Claims

A written claim must be submitted to MSBCBS in accordance with the terms of the applicable Certificate including provisions related to timely filing.

Section 5.2 Claim Sufficiency and Timeliness

MSBCBS will pay benefits for Covered Services under this Contract. A properly completed claim must be submitted and accompanied by sufficient documentation reasonably required by MSBCBS to accept or reject the claim. To have a claim payment or claim denial reviewed, the Covered Person must request review in writing to MSBCBS within the time frames specified in the Certificate.

Section 5.3 Fraudulent Statements and Conduct

MSBCBS shall have the right to void this Contract or a Covered Person's coverage if the Group or a Covered Person engages in fraudulent conduct or makes a material misrepresentation relating to an Application, a claim for Covered Services or the use of an identification card.

Section 5.4 Cost Management Programs

The Group agrees to cooperate with MSBCBS and Providers in MSBCBS's cost and utilization management programs which MSBCBS implements from time to time such as pre-admission certification, concurrent review, retrospective review, case management and other carrier liability programs.

**ARTICLE VI
TERM AND TERMINATION**

Section 6.1 Term

The Contract Date is September 1, 2007. The term of the Contract shall be from the Contract Date through August 31, 2008. Unless cancelled or terminated as provided by the Contract, the Contract will renew for a further period of twelve (12) consecutive months and thereafter, from year-to-year.

determine benefits; and (d) responsibility for claim and appeal procedures established by the Department of Labor under Claim Rules set forth in 29 CFR Part 25607.

Section 7.3 Continuation Rights

- (a) Consolidated Omnibus Budget Reconciliation Act (COBRA). For groups with twenty (20) or more employees.

It is the responsibility of the Employer to inform persons in the Group of their COBRA mandated rights according to the provisions of the Code and to comply with all COBRA requirements outlined in the Code. MSBCBS shall not provide continuation of coverage to, or be liable for payment of any claim for a Covered Person if the Group or the Covered Person fails to meet the requirements of the Code for continuation of coverage for such Covered Person.

The Group may elect to have MSBCBS's third party COBRA vendor ("COBRA Vendor") assist with its COBRA obligations. If the Group so elects, it is obligated to notify MSBCBS of a person's eligibility for COBRA or for continuing coverage there under within COBRA mandated timelines. MSBCBS, through its COBRA Vendor, will provide to any new Covered Person notification of their COBRA rights as required by COBRA law and upon notification of COBRA eligibility will: (1) furnish a COBRA election form to such person; (2) enroll individuals; and (3) collect and administer the premium process.

- (b) Involuntary Layoff Rights. For groups of ten (10) or more.

MSBCBS will provide continuation rights for members who lose coverage by virtue of an involuntary layoff. Such continuation coverage will extend for up to eighteen (18) months at the same Group rate and in accordance with West Virginia Code §33-16-3(e).

Section 7.4 Change of Covered Services

MSBCBS may change or revise the benefits for Covered Services provided through the Contract at any time. The Group will be given at least thirty (30) days notice prior to the effective date of any such change. If the Group makes the required payment it is conclusively determined that all Covered Persons of the Group have accepted such changes. It is the Group's responsibility to notify its Certificate Holders of these changes and the effective date thereof.

Section 7.5 Waiver of Contractual Rights

Failure by MSBCBS to insist on or enforce any of its rights shall not constitute a waiver of those rights by MSBCBS, and nothing shall constitute a waiver of MSBCBS's rights to insist on strict compliance with the provisions of this Agreement.

Section 7.6 Retention of Discretion

MSBCBS shall have the exclusive right to interpret the terms of this Contract. The decision about whether to pay benefits for any claim, in whole or in part, is within the sole discretion of MSBCBS and such decisions shall be final and conclusive.